

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

In re: Target corporation Customer Data Security Breach Litigation) MDL No. 14-2522 (PAM/JJK)
)
This Document Relates to:) OBJECTIONS TO PROPOSED CLASS ACTION SETTLEMENT
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All Consumer Cases)
)
)
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)

Class Member, James Sciaroni, hereby objects to the proposed class action settlement in the proceeding known as *In re: Target Corporation Customer Data Security Breach Litigation*.

My name is James Sciaroni residing at 19 Savannah AVE, San Anselmo, CA 94960. Please see credit card statement attached as Exhibit A showing a \$100 purchase at Target on December 11, 2013 using my Capital One credit card. Neither my attorney nor I do not intend on attending the fairness hearing and my attorney is a civil litigation attorney with knowledge of class action and has not represented an objector.

INADEQUATE NON-MONETARY BENEFITS

The Non-Monetary benefits are inadequate and consist of business changes that were already in place before the Settlement. Class Counsel trumpets the non-monetary relief in this Settlement; however Defendant's concessions are illusory. The appointment of a "Chief Information Security Officer" is not a benefit to the Class. Target searched for a "Chief Information Security Officer" before the settlement was made. On May 5, 2014, Target selected Bob DeRodes to lead Target's information technology transformation as executive vice president and chief information officer <http://pressroom.target.com/news/target-appoints-new-chief-information-officer-outlines-updates-on-security-enhancements>). As of that date (10

months before the settlement agreement) Target was looking for an individual to assume the role of Chief Information Security Officer. Thus, the appointment of a Chief Information Security Officer is not a direct result of the Settlement and is not a benefit to the Class.

The remaining non-monetary relief (maintain a written information security program, maintain a process to monitor for information security events and to respond to such events determined to present a threat, and provide security training to Target employees) was already in place before the Settlement.

Before the Settlement, Target followed a set of standards referred to as the Payment Card Industry's Data Security Standard (PCI-DSS), which is required by all major credit card companies. Those standards outline the security practices for any organization that accepts, captures, stores, transmits and/or processes credit card information either manually or through an automated system. Target was certified as meeting the standard for the payment card industry in September 2013. The components of PCI-DSS apply to all transactions and include the requirement to: (1) build and maintain a secure network with appropriate firewalls; (2) protect cardholder data including stored data in any format and encrypted transmission across public networks; (3) maintain a vulnerability management program including use of anti-virus, confidential data detection and data encryption software and secure systems and applications; (4) implement strong access control measures including restricted access to cardholder data in all formats; monitor and test networks; and (6) maintain an information security policy. Target is similarly required to follow Minnesota state law which, like the law in other states, requires businesses to comply with standards that are equivalent to the PCI-DSS standards (see §325E.64 of the Minnesota State Statutes). As a result, the non-monetary relief provides no new benefits to the Class.

Even if the non-monetary relief required Target to implement new practices that benefited the Class, which it does not, the non-monetary relief permits Target to define what it will do and how it will do it, without any meaningful guidance for Court oversight. Worse, the non-monetary relief is limited to a period of 5 years (which is not disclosed in the Notice).

INSUFFICIENT SETTLEMENT AGREEMENT

The Settlement Agreement also is unfair, unreasonable, and inadequate because it does not provide for how unclaimed and/or remaining settlement funds will be distributed. No stipulation for unclaimed/remaining settlement funds was made by the Parties. Instead, Class Counsel abrogated its duties to the Class and simply reserved the decision on the distribution of unclaimed/remaining settlement funds to the Court. The Class has the right to know how unclaimed settlement funds will be distributed and ultimately used before Final Approval.

UNREASONABLE ATTORNEY'S FEES

The requested attorney's fees are unreasonable in comparison to the results achieved for the Class. The Settlement provides \$10 million in monetary benefits, which equates to 0.09 cents per Class Member. Excluding named plaintiffs that experienced no injury, the class representatives experienced unreimbursed losses in the amount of a few dollars to a few thousand dollars. The Relief does not adequately compensate the Class and Class Counsel should not receive a windfall for its poor results.

The Court should reject Class Counsel's fee request and award a reasonable percentage of the common fund. Class Counsel is requesting the equivalent of 67.5% of the common fund. Though Target is paying notice and administration costs and attorney's fees separately from the common fund, the Court should carefully scrutinize the fee amount; the results achieved for

the Class do not warrant \$6.75 million in fees. In the Eighth Circuit, the “percentage of the benefit approach” is generally recommended in common fund cases. *Johnston v. Comerica Mortg. Corp.*, 83 F.3d 241 245 (8th Cir. 1996); see also *Koenig v. U.S. Bank N.A.*, 291 F.3d 1035, 1038 (8th Cir. 2002). Although the terms of the settlement agreement provide that attorney fees derive from the Defendant rather than out of the Class’ recovery, the entire settlement amount comes from the same source. The award to the Class and the agreement on attorney fees represent a package deal. Even if the fees are paid directly to the attorneys, those fees are an aspect of the Class’ recovery. *Id.* (see *In re General Motors*, 55 F.3d at 821). Because the percentage of fund method is applicable, the Court should reject Class Counsel’s fee request and award a reasonable percentage of the common fund. For example, the Ninth Circuit, which this Court finds instructive on other points of law, has a 25% benchmark for attorney’s fees in common fund settlements. In the Ninth Circuit, Class Counsel would have needed to secure a common fund of \$27 million in order to justify a fee request of \$6.75 million. Class Counsel’s fee request is unreasonable, excessive, and unfair to the Class. Such a large fee agreement combined with a comparatively small common fund suggests collusion. The Court should reduce Class Counsel’s fee award and distribute the difference to the Class in order to protect the Class’ interests.

EXCESSIVE INCENTIVE AWARDS

Class Counsel requests more than \$500,000 in incentive awards. The Court should reject incentive awards for named Plaintiffs that were not deposed because they did not aid in the prosecution of the case.


Date: July 23, 2015

/s/ Robert C. Black, III/s/

Robert C. Black, III
Attorney for Objector
7400 Metro Boulevard
Suite 425
Edina, MN 55439
RCBlackLaw@aol.com
952-831-1454

I, hereby, personally attest that I have discussed this objection with my attorney and have fully reviewed the objection.

Objector


James Sciaroni

CERTIFICATE OF SERVICE

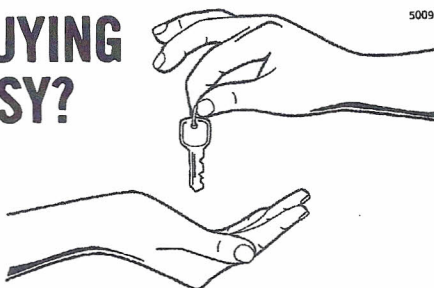
I hereby certify that a true copy of the foregoing was filed electronically via CM/ECF on the _____ and served by the same means on all counsel of record.

7/29/15

/s/ Robert C. Black, III

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EXHIBIT A

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Page 1 of 3
Customer Service 1-800-955-7070
www.capitalone.com

Nov. 25 - Dec. 24, 2013 30 Days in Billing Cycle

World MasterCard Account ending in 1224

NEW BALANCE \$1,778.80
MINIMUM PAYMENT \$25.00
DUE DATE Jan 21, 2014

PLEASE PAY AT LEAST THIS AMOUNT

Revolving Credit Limit: \$7,500.00 Cash Advance Credit Limit: \$3,750.00
Available Revolving Credit: \$5,721.20 Available Credit for Cash Advances: \$3,750.00

Previous Balance \$1,636.46
Payments and Credits \$2,516.01
Fees and Interest Charged \$0.00
Transactions \$2,658.35
New Balance \$1,778.80

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR JAMES C SCARONI #1224

1	18 DEC	CREDIT-CASH BACK REWARD	(\$879.55)
2	21 DEC	CAPITAL ONE AUTOPAY PYMTAuthDate 27-NOV	(\$1,636.46)

TRANSACTIONS FOR JAMES C SCARONI #1224

1	22 NOV	SAFeway STORE0017236SAN ANSELMOCA	\$21.88
2	23 NOV	PETCO 368 63503684SAN RAFAELCA	\$16.34
3	23 NOV	WHOLEFDS SRF 10071SAN RAFAELCA	\$16.22
4	23 NOV	ANDRONICOS MARKET 7SAN ANSELMOCA	\$4.71
5	23 NOV	DRINKASPERSKY.COMMINNETONKAMN	\$59.95
6	23 NOV	TRADER JOES #061 QPSSAN RAFAELCA	\$9.31
7	23 NOV	HILDA'S COFFEE SHOPSAN ANSELMOCA	\$19.28
8	24 NOV	WALGREENS #7445SAN ANSELMOCA	\$9.21
9	24 NOV	WALGREENS #7445SAN ANSELMOCA	\$17.76
10	24 NOV	SAFeway STORE0017236SAN ANSELMOCA	\$21.64
11	25 NOV	WHOLEFDS SRF 10071SAN RAFAELCA	\$7.60
12	25 NOV	ANDRONICOS MARKET 7SAN ANSELMOCA	\$2.49
13	26 NOV	GOOD EARTH NATURAL FFAIRFAXCA	\$7.98
14	27 NOV	IN-N-OUT BURGER #125FAIRFIELDCA	\$10.48
15	27 NOV	BATH & BODY WORKS 0613CITRUS HEIGHTCA	\$32.94

Transactions continue on page 2

REWARDS INFORMATION

PREVIOUS AVAILABLE REWARDS BALANCE \$845.35
REWARDS EARNED THIS PERIOD \$39.95
(reflects transactions posted during this billing cycle)
REDEEMED THIS PERIOD (\$879.55)
AVAILABLE BALANCE AS OF 12/24/2013 \$5.75

For up-to-date rewards tracking, visit www.capitalone.com or simply call 1-800-228-3001

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	12.90% P	\$0.00	\$0.00
Cash Advances	24.90% P	\$0.00	\$0.00

P.L.D.F. = Variable Rate. See reverse of page 1 for details

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 5466309073501224 24 1778801636460025008



Account ending in 1224

Due Date	New Balance	Minimum Payment	Amount Enclosed
Jan 21, 2014	\$1,778.80	\$25.00	

PLEASE PAY AT LEAST THIS AMOUNT

JAMES C SCARONI
39 SAVANNAH AVE
SAN ANSELMO, CA 94960-2139ORGANIZATION
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		Page 2 of 3 Customer Service 1-800-855-7070 www.capitalone.com	Nov. 25 - Dec. 24, 2013 30 Days in Billing Cycle
World MasterCard		Account ending in 1224	
NEW BALANCE \$1,778.80	MINIMUM PAYMENT \$25.00	DUE DATE Jan 21, 2014	
Previous Balance \$1,636.46		Payments and Credits \$2,516.01	
Fees and Interest Charged \$0.00		Transactions \$2,658.35	
New Balance \$1,778.80		Revolving Credit Limit: \$7,500.00 Available Revolving Credit: \$5,721.20 Cash Advance Credit Limit: \$3,750.00 Available Credit for Cash Advances: \$3,750.00	

TRANSACTIONS CONTINUED

TRANSACTIONS FOR JAMES C SCIARONI #1224 (CONTINUED)

16	27 NOV CHIPOTLE 0274CITRUS HEIGHTCA	\$21.22
17	28 NOV BSC*HTL INS800-431-2809CA	\$78.00
18	29 NOV WHOLEFDS SRF 10071SAN RAFAELCA	\$2.49
19	29 NOV IN-N-OUT BURGER #1315SACRAMENTO	\$8.68
20	29 NOV TRADER JOES #061 QPSSAN RAFAELCA	\$22.47
21	29 NOV SAFEWAY STORE000172365SAN ANSELMOCA	\$14.26
22	29 NOV CONDE FREEMANCORTEMADERACA	\$60.00
23	29 NOV LARK SHOESSAN ANSELMOCA	\$69.35
24	29 NOV FRADELZIOSFAIRFAXCA	\$39.75
25	30 NOV NETFLIX.COMNETFLUX.COMCA	\$7.99
26	30 NOV AVATARSFAIRFAXCA	\$8.70
27	01 DEC CENTURY THEATRES 47QPSSAN RAFAELCA	\$7.75
28	01 DEC ANDRONICOS MARKET 7SAN ANSELMOCA	\$1.99
29	02 DEC WALGREENS #7445SAN ANSELMOCA	\$9.84
30	02 DEC CSC DIRECT PAY PHONE08004644000CA	\$302.00
31	02 DEC STAPLES 00104927SAN RAFAELCA	\$8.49
32	02 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$5.46
33	02 DEC TRADER JOES #061 QPSSAN RAFAELCA	\$1.79
34	02 DEC SAFEWAY STORE000172365SAN ANSELMOCA	\$1.99
35	03 DEC SAFEWAY STORE000172365SAN ANSELMOCA	\$18.47
36	03 DEC Tamalpais Union HSDIARMSPURCA	\$46.95
37	04 DEC COMCAST CALIFORNIA800-COMCASTCA	\$76.11
38	04 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$17.45
39	04 DEC TRADER JOES #061 QPSSAN RAFAELCA	\$14.10
40	04 DEC TRADER JOES #061 QPSSAN RAFAELCA	\$5.99
41	04 DEC ANDRONICOS MARKET 7SAN ANSELMOCA	\$2.49
42	05 DEC ANDRONICOS MARKET 7SAN ANSELMOCA	\$1.49
43	06 DEC FRFX HLTH CLB - CKFR415-459-1030CA	\$49.00
44	06 DEC CRB*CARBONITE BACKUP877-6654466MA	\$59.99
45	06 DEC STAPLES 00104927SAN RAFAELCA	\$52.30
46	06 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$6.85
47	06 DEC TRADER JOES #061 QPSSAN RAFAELCA	\$13.68
48	06 DEC ANDRONICOS MARKET 7SAN ANSELMOCA	\$2.49
49	06 DEC COMFORTS CAFESAN ANSELMOCA	\$23.00
50	07 DEC TARGET 00027722SAN RAFAELCA	\$25.06
51	07 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$6.10
52	07 DEC CHIPOTLE 1308SAN RAFAELCA	\$14.61
53	08 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$11.61
54	09 DEC VZWRLSS*APOCC VISW800-922-0204NI	\$103.21
55	09 DEC SAFEWAY STORE000172365SAN ANSELMOCA	\$26.20
56	10 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$3.98
57	10 DEC TRADER JOES #061 QPSSAN RAFAELCA	\$7.07
58	10 DEC SAFEWAY STORE000172365SAN ANSELMOCA	\$28.54
59	11 DEC TARGET 00006924NOVATOCA	\$100.00
60	11 DEC CHIPOTLE 1308SAN RAFAELCA	\$5.40
61	11 DEC SEPHORA 206NOVATOCA	\$70.85
62	11 DEC Tamalpais Union HSDIARMSPURCA	\$46.95
63	12 DEC OREILLY AUTO 00035568SAN RAFAELCA	\$4.35
64	12 DEC OREILLY AUTO 00035568SAN RAFAELCA	\$4.35

TRANSACTIONS FOR JAMES C SCIARONI #1224 (CONTINUED)

65	12 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$1.50
66	12 DEC TRADER JOES #061 QPSSAN RAFAELCA	\$13.13
67	12 DEC WALGREENS #7445SAN ANSELMOCA	\$2.70
68	12 DEC THE SEAFOOD PEDDLERSAUSALITOCA	\$16.57
69	12 DEC DELANOS IGA MARKETFAIRFAXCA	\$11.29
70	12 DEC AUTOPAY/DISH NTWK800-894-9131CO	\$15.59
71	12 DEC SAUSALITO PARKINGSAUSALITOCA	\$2.00
72	13 DEC TRADER JOES #061 QPSSAN RAFAELCA	\$7.16
73	13 DEC AVATARSFAIRFAXCA	\$8.70
74	14 DEC SAFEWAY STORE000172365SAN ANSELMOCA	\$17.22
75	14 DEC KOHL'S #1379SAN RAFAELCA	\$45.13
76	14 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$1.50
77	14 DEC TRADER JOES #061 QPSSAN RAFAELCA	\$3.84
78	14 DEC MARIN ON ICESAN RAFAELCA	\$45.00
79	15 DEC WALGREENS #4625SAN RAFAELCA	\$50.00
80	15 DEC WALGREENS #7445SAN ANSELMOCA	\$9.75
81	15 DEC STAPLES 00104927SAN RAFAELCA	\$27.24
82	15 DEC DOLTRREE 4724 00047241SAN RAFAELCA	\$41.34
83	15 DEC COST PLUS WLD #20GREENBRAECA	\$27.11
84	16 DEC KAISER 039SAN RAFAELCA	\$53.80
85	16 DEC KAISER 02090397SAN RAFAELCA	\$95.00
86	16 DEC TRADER JOES #061 QPSSAN RAFAELCA	\$1.69
87	16 DEC ANDRONICOS MARKET 7SAN ANSELMOCA	\$6.34
88	17 DEC AVATARSFAIRFAXCA	\$8.70
89	17 DEC SAFEWAY STORE000172365SAN ANSELMOCA	\$9.99
90	17 DEC ANDRONICOS MARKET 7SAN ANSELMOCA	\$2.49
91	19 DEC WHOLEFDS SRF 10071SAN RAFAELCA	\$7.22
92	19 DEC PET COTTAGESAN ANSELMOCA	\$17.87
93	20 DEC SAFEWAY STORE000172365SAN ANSELMOCA	\$98.38
94	21 DEC RALEY'S #229AUBURNCA	\$4.30
95	21 DEC HOUSE OF BAGELSSAN RAFAELCA	\$8.34
96	21 DEC SUNSHINE BICYCLE CEFARFAXCA	\$128.30
97	22 DEC SAFEWAY STORE00015925KINGS BEACHCA	\$90.51

Total for James C Sciaroni #1224 \$2,658.35

► Total Transactions This Period \$2,658.35

FEES
Total Fees This Period \$0.00

INTEREST CHARGED
Total Interest This Period \$0.00

TOTALS YEAR TO DATE
Total Fees This Year \$0.00
Total Interest This Year \$0.00

Transactions continue on page 3